Tract	No.	_

TICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE LOWING INFORMATION FROM THIS INSTRUMENT DEFORE IT IS BUT FOR DECORD IN THE BURLE DECORDS. TICE OF CUNFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE LOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: UR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER Zoo's Pd UR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SUBSURFACE OIL, GAS AND MINERAL LEASE and DDJET

Lessor in consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of memory of the consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided herein (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided herein (\$10.00 & O. 1. Lessor in consideration of Ten and no/100 Dollars and Other Valuable Consideration (\$10.00 & O.V.C.) in hand paid, of the royalties herein provided and of the agreements of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and the agreements of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, geologic and the agreements of Lessee herein contained hereby, grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and without the minerals (whether or not similar to those mentioned), conducting exploration, geologic and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and all other minerals (whether or not similar to those mentioned), conducting exploration, geologic and all other minerals (whether or not similar to those mentioned), conducting exploration of the purpose of investigating, exploring, prospecting, drilling and all other minerals (whether or not similar to those mentioned), conducting exploration of the purpose of investigating, exploring, exploring, exploring, exploring exploration of the purpose of investigating, exploring, exploring, exploring on the similar to those mentioned), conducting exploration of the purpose of investigating exploration of the purpose of investigation of the purpose of investigation of the purpose of investigation of investigation of the purpose of investigation of investigation of the purpose of investigation of the purpose of investigation of the purpose of investigation of investigation of the purp

This Lease also covers and includes all land and interest in land owned or claimed by Lessor adjacent or configuous to the Land particularly described above,

This Lease also covers and includes all land and interest in land owned or claimed by Lessor adjacent or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessor agrees to execute any substitute Lease(s) or correction to the Land tendered by Lessor agrees to execute any substitute Lease(s) or correction to the Land tendered by Lessor agrees This Lease also covers and includes all land and interest in land owned or claimed by Lessor adjacent or contiguous to the Land particularly described above, whether the same be in said survey or surveys or in adjacent surveys. Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for the description of the Lease Premises by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for the description of the Lease Premises by Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. purpose of providing a more specific description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises. Furthermore, Lessor authorizes Lessee to complete the description of the Lease Premises.

- Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and notwithstanding anything else on a many time of production of oil, 22s or other minerals, and without further payments than the royalties herein provided, and notwithstanding anything else 2. Without reference to the commencement, prosecution or cessation at any time of drilling or other development operations, and/or to the discovery, development of cessation at any time of provided, and notwithstanding anything else or cessation at any time of production of oil, gas or other minerals, and without further payments than the royalties herein Primary Term") and as long thereafter as oil, gas or other herein contained to the contrary, this Lease shall be for a term of Three (3), years from the date hereof (called "Primary Term") and the provided herein.

  The contained to the contrary, this Lease shall be for a term of Three (3), years from the date hereof (called "Primary Term") and as long thereafter as oil, gas or other herein contained to the contrary, this Lease shall be for a term of Three (3), years from the date hereof (called "Primary Term") and as long thereafter as oil, gas or other herein contained to the contrary, this Lease shall be for a term of Three (3). nerein contained to the contrary, this Lease shall be tor a term of Three (3) years from the date hereof (called "Primary Term") and as long increase in continued in effect, as otherwise provided herein.

  Three (3) years from the date hereof (called "Primary Term") and as long increase is continued in effect, as otherwise provided herein.
- The royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells or to the credit of other produced and saved from said Land, the same to be delivered at the wells or to the credit of the royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells or to the credit of the royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells or to the credit of the royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells or to the credit of the royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells or to the credit of the royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells of the royalties of th 3. The royalties to be paid by Lessee are: (a) on oil, 20% of that produced and saved from said Land, the same to be delivered at the wells or to the credit of Lessor into the pipeline to which the wells may be connected; Lessee may from time to time purchase any royalty oil in its possession, paying the market price therefore the pipeline to which the wells may be connected; Lessee may self any royalty oil in its possession and pay Lessor the price received by Lessee for such prevailing for the field where produced on the date of purchase, and Lessee may self any royalty oil in its possession and pay Lessor the price received by Lessee the market value shall prevailing for the field where produced on the date of purchase, and Lessee may self any royalty oil in its possession and pay Lessor the price received by Lessee the market value shall prevailing for the field where produced on the date of purchase, and Lessee may self any royalty oil in its possession and pay Lessor the price received by Lessee the market value shall prevailing for the field where produced on the date of purchase, and Lessee's election, of the gas so sold or used, provided that on gas sold by Lessee the market value at the well of 20% of the gas so sold or used, provided that on gas sold at the well the royalty shall be 20% of the gas of the gas so sold at the well the royalty shall be 20% of the gas not exceed the amount received by Lessee for such gas computed at the mouth of the well, and on gas sold at the well the royalty shall be 20% of the amount realized by Lessee from such sale; and (c) on fissionable materials and all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, the sale; and (c) on fissionable materials and all other minerals mined and marketed, one-tenth either in kind or value at the well or mine, at Lessee's election, the price of any mineral or substance upon which toyalty is payable. The price of any mineral or substance of the purpose of computing royalty hereunder shall not exceed that on sulfur mined or marketed, the royalty shall be Two Dollars (\$2.00) per long ton. If the price of my mineral or substance for the purpose of computing royalty hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of water, other than water from Lessor's wells hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of water, other than water injection and secondary hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of water, other than water injection and secondary hereunder is regulated by any governmental agency, the market value or market price of such mineral or substance for the purpose of water, other than water injection and secondary water injection and secondary or the purpose of water, other payment the use of water, other than water injection and secondary or the purpose of water, other payment the use of water, other than water injection and secondary or the purpose of water, other payment the use of water of the purpose of water, other payment the use of water, other payment the us recovery operations, and the royalty on oil, gas and coal shall be computed after deducting any so used. If Lessee drills a well on said Land or on land pooled therewith, which well is capable of producing oil or gas but such well is not being produced and this Lease is not being maintained otherwise as provided herein, this Lease shall not which well is capable of producing oil or gas but such well is not being produced and this Lease is not being maintained otherwise as provided herein, this Lease shall not which well is capable of producing oil or gas but such well is not being produced and it shall nevertheless be considered that oil and gas is being produced from the terminate, whether it be during or after the Primary Term. (unless released by Lessee) and it shall nevertheless be considered that oil which well is capable of producing oil or gas but such well is not being produced and this Lease is not being maintained otherwise as provided herein, this Lease shall not the terminate, whether it be during or after the Primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate, whether it be during or after the Primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate, whether it be during or after the Primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate, whether it be during or after the Primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate, whether it be during or after the Primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate of the primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate of the primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate of the primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate of the primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate of the primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate of the primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the terminate of the term

terminate, whether it be during or after the Primary Term, (unless released by Lessee) and it shall nevertheless be considered that oil and gas is being produced from the Bank at the time of such Bank at the time of time of time of the time of time Lease is not otherwise maintained, or this Lease is not released by Lessee as to the land on which or the horizon, zone or formation in which the well is completed. The first payment of such sum, shall be made on or before the first day of each calendar month after expiration of ninety (90) days from the date to Lessor's designated payment of such sum, shall be made on or before the first day of each third calendar month for all accruals to each such date to Lessor's address set forth an accruals to such date, and thereafter on or before the first day of each third calendar month for all accruals to such sum as royalty shall render maintained for all accruals to such date, and thereafter on or before the due date of payment to the parties entitled thereto at Lessor's address set forth the parties of the parties entitled thereto at Lessor's address set forth an accruals to such date, and thereafter on or before the first day of each third calendar month for all accruals to each such sum as royalty shall render any such sum as royalty shall render any such sum as royalty shall render any such sum as royalty shall be made as above provided.

Lessee is not otherwise maintained, or this Lease is not released in the first of the calendar month following the accumulation of Twenty-Five and no/100 Dollars (\$25,00) when payment shall be made as above provided.

- The cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from the cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from the cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from the cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from the cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from the cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from the cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from the cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. The cash down payment is consideration for this Lease according to its terms and shall not be allocated as rental for a period. Lessee may at any time, and from time to time, execute and deliver to Lessor, or to the depository bank, or file for record a release or releases of this Lease as to any part or all of said Land or of any mineral time to time, execute and deliver to Lessor, or to the depository bank, or file for record a release of this Lease as to any part or all of said Land or of any mineral in the released land, mineral, horizon, zone or formation. If this Lease is or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zones and formations under a portion of the Lease Premises, the shut-in royalty and other payments computed in accordance therewith released as to all minerals, horizons, zones and formations under a portion of the Lease Premises. shall be made as above provided.
- or subsurface interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is released interval or any depths thereunder and thereby be relieved of all obligations as to the released land, mineral, horizon, zone or formation. If this Lease is substantially and other payments computed in accordance therewith released in the proportion and formations under a portion of the Lease Premises, the shut-in royalty and other payments computed in accordance therewith released as to all minerals, horizons, zones and formations under a portion of the Lease which was covered by this Lease immediately prior to such released shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this Lease immediately prior to such release. 5. Lessee, at its option, is hereby given the right and power during or after the Primary Term while this Lease is in effect to pool or combine the Lease Premises, or any portion thereof, as to oil, gas and other minerals, or any of them, with any other land covered by this Lease, and/or any operate the Lease Premises in compliance vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the conservation of oil, with the spacing rules of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other lawful authority, or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other lawful authority or when to do so would, in the judgment of Lessee, promote the conservation of the Railroad Commission of Texas, or other lawful authority. vicinity thereof, when in Lessee's judgment it is necessary or advisable to do so in order properly to explore, or to develop and operate the Lease Premises in compliance of the conservation of the conserva tolerance of 10% thereof, and units pooled for gas hereunder shall not substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should in size specified, units thereafter created may conform substantially in size governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size anything to the contrary stated herein, a unit for a horizontal well may include (i) the governmental authority having jurisdiction prescribe or permit the creation of units larger than those specified, units thereafter created may conform substantially in size than 40 acres of the short of the substantially in size than 40 acres of 10% thereof, provided that should the substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should in size than 40 acres of 10% thereof, provided that should be substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be substantially exceed in area 160 acres each plus a tolerance of 10% thereof, provided that should be substantially exceed in the tolerance of 10% thereof, provided that should be substantially exceed in the tolerance of 10% thereof, provided that should be substantially exceed in the tolerance of 10% thereof, provided that should be substantially exceed in the tolerance of 10% thereof, provided that should be substantially exceed in the tolerance of 10% thereof, provided that should amount of acreage allowed for obtaining a permit to drift a well under the spacing and density provisions in the applicable field or statewide rules for a vertical wellbore, plus the additional acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acres), or (ii) the amount of acreage allowed for plus the additional acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acreas), or (ii) the amount of acreage allowed for plus the additional acreage listed in the tables in the Railroad Commission of Texas Rule 86 (density greater than 40 acres), or (ii) the amount of acreage allowed for the resilution of the re Commission of Texas Rule 86 (density greater than 40 acres). Lessee may pool or combine the Lease Premises or any portion thereof, as above provided as to oil in any one or more strata. Units formed by pooling as to any stratum or strata need not conform in size or area with units as to any other or more strata and as to gas in any one or more strata. Units formed by pooling in one or more instances shall not exhaust the rights of Lessee to pool this Lease or stratum or strata, and oil units need not conform as to area with gas units. Pooling in one or more instances hall not exhaust the rights of Lessee shall file for record in the appropriate records of the county in which the Lease Premises is situated an instrument describing any portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the Lease Premises is situated an instrument describing any portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the Lease Premises is situated an instrument describing any pool or combine the Lease Premises or any portion thereof into other units. stratum or strata, and oil units need not conform as to area with gas units. Pooling in one or more instances shall not exhaust the rights of Lessee to pool this Lease of the country in which the Lease Premises is situated an instrument describing an appropriate records of the country in which the Lease Premises is situated an instrument describing an appropriate records of the country in which the Lease Premises is situated an instrument describing an appropriate records of the country in which the Lease Premises is situated an instrument describing an appropriate records of the country in which the Lease Premises is situated an instrument describing an appropriate records of the country in which the Lease Premises is situated an instrument describing and provided in said instruments, or if said instrument makes no such provision, it shall become effective as provided in said instruments, or if said instrument makes no such provision, it shall become effective as provided in said instruments. portions thereof into other units. Lessee shall file for record in the appropriate records of the county in which the Lease Premises is situated an instrument describing an designating the pooled acreage as a pooled unit; the unit shall become effective as provided in said instruments, or if said instrument makes no such provision, it shall become effective as provided in said instruments, or if said instrument makes no such provision, it shall become effective as provided in said instruments, or if said instrument makes no such provision, it shall become effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or no described become effective upon the date it is filed for record. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective as to all parties hereto, their heirs, successors and assigns. designating the pooled acreage as a pooled unit; the unit shall become effective as provided in said instruments, or if said instrument makes no such provision, it shall be become effective upon the date it is filed for record. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or no become effective upon the date it is filed for record. Each unit shall be effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. become effective upon the date it is filed for record. Each unit shall be effective as to all parties hereto, their heirs, successors and assigns, irrespective of whether or no the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its pooling the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. the unit is likewise effective as to all other owners of surface, mineral, royalty or other rights in land included in such unit. Lessee may at its election exercise its poolic option as to oil, gas and other minerals before or after commencing operations for or completing an oil or gas well or wells or mine oil, gas or other mineral in paying quantity of the pooled unit may include, but is not required to include, land or leases upon which a well or mine capable of mineral have theretofore been commenced. Operations has theretofore been completed or upon which operations for drilling of a well or mine for oil, gas or other mineral have theretofore been completed or upon which operations for drilling of a well or mine for oil, gas or other mineral have the operations for drilling of a well or mine for oil, gas or other mineral have the operations for drilling of a well or mine for oil. and the pooled unit may include, but is not required to include, land or leases upon which a well or mine capable of producing oil, gas or other mineral in paying quantit has theretofore been commenced. Operations for drilling of a well or mine for oil, gas or other mineral have theretofore been commenced. Operations has theretofore been completed or upon which operations for drilling of a well or mine for oil, gas or other mineral from any part of a pooled unit which include, all or a portion of the Lease Premises, regardless of whether stilling on, or production of oil, gas or other mineral from any part of a pooled unit which include. has theretofore been completed or upon which operations for drilling of a well or mine for oil, gas or other mineral have theretofore been commenced. Operations from any part of a pooled unit which include, all or a portion of the Lease Premises, regardless of whether such a production of oil, gas or other mineral from any part of a pooled unit which include, all or a portion of the well or wells or mine be located on the Lease or production of oil, gas or other mineral from the Lease Premises whether or not the well or wells or mine be located on the operations for drilling were commenced or such production was secured before or after the execution of them, as herein provided, shall be treated for all purposes, expectations for drilling on or production of oil, gas or other mineral from the Lease Premises whether or not the well or wells or mine defining an account of a pooled unit, as so oil, gas or other minerals, or any of them, as herein provided, shall be treated for all purposes, expectations for drilling on or production of oil, gas or other minerals, or any of them, as herein provided, shall be treated for all purposes, expectations for drilling on or production of oil, gas or other minerals, or any of them, as herein provided, shall be treated for all purposes, expectations for drilling on or production of oil, gas or other minerals, or any of them, as herein provided, shall be treated for all purposes, expectations for the well or mine drilling and reward that it after creation of a pooled unit, as the same were included in this Lease; provided that if after creation of a pooled unit, as the same were included in this Lease; provided that if after creation of a pooled unit, as the same were included in this Lease; provided that if after creation of a pooled unit, as the same were included in this Lease; provided that if after creation of a pooled unit, as the same very of them, as the case of the provided unit, as the same of the lease of the lease premises whether or not the well or mine belocated o

other mineral as the case may be), such well or mine shall be considered a dry hole for purposes of applying the additional drilling and reworking provisions of Paragraph of the Lease Premises, is reclassified as a gas well, or if a gas well on a gas unit, which includes a portion of the Lease Premises, is reclassified as the date of cessation of production for purpose of hereof. If an oil well on an oil unit, which includes all or a portion of the Lease Premises is reclassified as an oil well, the date of such reclassification shall be considered as the date of cessation of production and each of them shall be entirely applying to the Lease Premises, is reclassified as an oil well, the date of such reclassification shall be applying the Lease Premises, is reclassified as an oil well, the date of such reclassification shall be considered as the date of cessation of production and each of them shall be entirely applying the Lease Premises, is reclassified as an oil well, the date of such reclassification shall be applying to the Lease Premises, is reclassified as an oil well, the date of such reclassified as any part of which are included in the unit other than the leased premise and payments out of production and each of them shall be entirely applying the additional drilling and reworking provisions of Paragraph 6 hereof as to all leases any part of which are included in the unit other than the lease of the lea

unit if this Lease covers separate tracts within the unit) a pro rata portion of the oil, gas or other minerals produced from the unit after deducting that used for operations on the unit. Such allocation shall be on an acreage basis - that is, there shall be allocated to the acreage covered by this Lease and included in the pooled unit (or to each separate tract within the unit if this Lease covers separate tracts within the unit) that pro rata portion of the oil, gas or other minerals produced from the unit which the number of surface acres covered by this Lease (or in each separate tract) and included in the unit bears to the total number of surface acres included in the unit. As used in this paragraph, the words, "separate tract" mean any tract with royalty ownership differing, now or hereafter, either as to parties or amounts, from that as to any other part of the Lease Premises. Royalties hereunder shall be computed on the portion of such production, whether it be oil, gas or other minerals, so allocated to the Lease Premises and included in the unit just as though such production were from such land. Production from an oil well will be considered as production from the lease or oil pooled unit from which it is producing and not as production from a gas pooled unit and production from a gas well will be considered as production from the lease or gas pooled unit from which it is producing and not from an oil pooled unit. Any pooled unit designated by Lessee in accordance with the terms hereof may be dissolved by Lessee by instrument filed for record in the appropriate records of the county in which the Lease Premises is situated at any time after completion of a dry hole or cessation of production on said unit.

- 6. If at the expiration of the Primary Term, oil, gas, or other mineral is not being produced on the Lease Premises, or from land pooled therewith, but Lessee is then engaged in drilling or reworking operations thereon, or shall have completed a dry hole thereon within 180 days prior to the end of the Primary Term, this Lease shall remain in force so long as operations on said well or for drilling or reworking of any additional well are prosecuted with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. If, after the expiration of the Primary Term of this Lease and after oil, gas or other mineral is produced from the Lease Premises, or from land pooled therewith, the production thereof should cease from any cause, this Lease shall not terminate if Lessee commences operations for drilling or reworking within 180 days after the cessation of such production, but shall remain in force and effect so long as Lessee continues drilling or reworking operations on said well or for drilling or reworking of any additional well with no cessation of more than 60 consecutive days, and if they result in the production of oil, gas, or other mineral, so long thereafter as oil, gas, or other mineral is produced from the Lease Premises, or from land pooled therewith. In the event a well or wells producing oil or gas in paying quantities should be brought in on adjacent land and within 660' feet of and draining the Lease Premises, or land pooled therewith, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.
- 7. Lessee shall have the right at any time during or after the expiration of this Lease to remove all property and fixtures placed by Lessee on the Lease Premises, including the right to draw and remove all casing. When necessary for utilization of the surface for some intended use by Lessor and upon request of Lessor or when deemed necessary by Lessee for protection of the pipeline, Lessee will bury pipelines below ordinary plow depth, and no well shall be drilled within two hundred (200') feet of any residence or barn now on the Lease Premises without Lessor's consent.
- 8. The rights of either party hereunder may be assigned in whole or in part, and the provisions hereof shall extend to their heirs, successors and assigns: but no change or division in ownership of the land or royalties, however accomplished, shall operate to enlarge the obligations or diminish the rights of Lessee, including, but not limited to, the location and drilling of wells and the measurement of production; and no change or division in such ownership shall be binding on Lessee until forty-five (45) days after Lessee shall have been furnished by registered U.S. mail at Lessee's principal place of business with a certified copy of recorded instrument or instruments evidencing same. In the event of assignment hereof in whole or in part, liability for breach of any obligation hereunder shall rest exclusively upon the owner of this Lease or of a portion thereof who commits such breach. If six or more parties become entitled to royalty hereunder, Lessee may withhold payment thereof unless and until furnished with a recordable instrument executed by all such parties designating an agent to receive payment for all.
- 9. Breach by Lessee of any obligation hereunder shall not work a forfeiture or termination of this Lease nor cause a termination or reversion of the estate created hereby nor be grounds for cancellation hereof in whole or in part. In the event Lessor considers that operations are not at any time being conducted in compliance with this Lease, Lessor shall notify Lessee in writing of the facts relied upon as constituting a breach hereof, and Lessee, if in default, shall have sixty (60) days after receipt of such notice in which to commence compliance with the obligations imposed by virtue of this Lease.
- 10. Lessor hereby warrants and agrees to defend the title to the Lease Premises and agrees that Lessee at its option may discharge any tax, mortgage or other lien upon the Lease Premises, either in whole or in part, and if Lessee does so, it shall be subrogated to such lien with right to enforce same and apply royalties accruing hereunder toward satisfying same. When required by state, federal or other law, Lessee may withhold taxes with respect to royalty and other payments hereunder and remit the amounts withheld to the applicable taxing authority for the credit of Lessor. Without impairment of Lessee's rights under the warranty in event of failure of title, if Lessor owns an interest in the oil, gas or other minerals on, in or under the Lease Premises less than the entire fee simple estate, whether or not this Lease purports to cover the whole or a fractional interest, the royalties, bonus and shut-in royalties to be paid Lessor shall be reduced in the proportion that Lessor's interest bears to the whole and undivided fee and in accordance with the nature of the estate of which Lessor is seized. Should any one or more of the parties named above as Lessor fail to execute this Lease, it shall nevertheless be binding upon the party or parties executing same. If title investigation for Lessee results in a reduction or increase of bonus consideration payable to Lessor, the resulting bonus payment shall be deemed for all purposes to be paid to Lessor on the date when Lessee's check (in substitution for any pre-delivered draft) is delivered to Lessor prior to its due date or, prior to its due date is mailed to Lessor at the last known address provided by Lessor.
- 11. Should Lessee be prevented from complying with any express or implied covenant of this Lease, from conducting drilling or reworking operations thereon or on land pooled therewith or from producing oil, gas or other mineral therefrom or from land pooled therewith by reason of scarcity or of inability to obtain or to use equipment or material, or by operation of force majeure, any federal or state law or any order, rule or regulation of governmental authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended, and Lessee shall not be liable in damages for failure to comply therewith; and this Lease shall be extended while and so long as Lessee is prevented by any such cause from conducting drilling or reworking operations on or from producing oil, gas or other minerals from the Lease Premises or land pooled therewith, and the time while Lessee is so prevented shall not be counted against Lessee, anything in this Lease to the contrary notwithstanding.
- 12. Surface Use Restriction: Notwithstanding anything to the contrary contained herein, Lessee agrees that it shall have no right to use the surface of the Lease Premises to exercise any of the rights granted hereunder without first obtaining Lessor's written consent. This provision shall in no way restrict Lessee's exploration of or production from the Lease Premises by means of wells drilled on other lands but entering or bottomed on the Lease Premises. Any wells directionally or horizontally drilled or operated under the Lease Premises with bottomhole locations (for vertical wells) or with horizontal drainhole locations (for horizontal wells) on the Lease Premises shall be regarded as if the wells were drilled on the Lease Premises. Lessee agrees that any drilling under the Lease Premises shall commence at and continue at depths below five hundred feet (500") from the surface of the earth. In addition to Lessee's other rights under this Lease, Lessor hereby grants to Lessee a subsurface easement to drill and operate directional and/or horizontal wells under and through the Lease Premises to reach lands not covered by this Lease and which wells have bottom hole locations (if a vertical well) or horizontal drainhole locations (if a horizontal well) on lands not covered by this Lease or land pooled therewith. Lessee agrees that this subsurface easement shall commence at and continue at all depths below five hundred feet (500") from the surface of the earth.
- 13. Except as expressly provided above in Paragraph 3, Lessor's royalty may not be charged directly, or indirectly, with any of the expenses of production, gathering, dehydration, compression, processing, or treating the gas produced from the land that are incurred prior to the inlet of a gas pipeline evacuating gas from the Lease Premises. After delivery at said inlet, Lessor's royalty shall bear its proportionate share of all costs and expenses, including transportation, to the point of sale.
  - 14. Each singular pronoun herein shall include the plural whenever applicable.
- 15. For convenience, this instrument may be executed in multiple counterparts and Lessor and Lessee agree that for recording purposes their respective signature page and acknowledgments may be removed from their respective counterpart and attached to a single Oil, Gas and Mineral Lease and for all purposes and obligations hereunder this shall be considered as one single Oil, Gas and Mineral Lease.
- 16. Lessor shall, upon the request of Lessee, use its best efforts in assisting Lessee in obtaining a subordination of Deed of Trust or similar security instrument that may affect the Lease Premises. Additionally, in the event Lessor receives a notice of default, acceleration of loan, or notice of sale under a Deed of Trust or other security instrument affecting the Lease Premises, Lessor shall immediately provide copies of any such notice, and all additional relevant facts, to Lessee. In this regard, Lessor shall comply with all reasonable requests of Lessee.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

Charles A. Anderson By:

(Individually and in all Capacities for the above described Land)

Printed Name: Charles A. Anderson

Title: Lesson

## Individual Acknowledgment

STATE OF TEXAS		
COUNTY OF / AVERANT &		
BEFORE ME, on this day personal	lly appeared (hANLES ANDERSON)	
known to me to be the person whose name	is subscribed to the foregoing instrument, and acknowledged to erations therein expressed, and in the capacity therein stated.	me that he/she
		Aن
GIVEN UNDER MY HAND AND	SEAL OF OFFICE, this the 8 day of Amarca	, 200\$
W. PAUL CHAMPION	Notary Public in and for the State of Texas.	
Notary Public, State of Texas My Commission Expires	Signature of Notary:	
September 11, 2011	Signature of Notary.	
4	(Print Name of Notary Here)	
SEAL:	My Commission Expires: 9/11/2011	
	, ,	
	Individual Acknowledgment	
STATE OF TEXAS , §	A.	
COUNTY OF TARRANT &		- 5
	To Manage	
BEFORE ME, on this day personal known to me to be the person whose name	Ily appeared TACQUELINE ANDERSON is subscribed to the foregoing instrument, and acknowledged to	me that he/she
executed the same for purposes and consider	erations therein expressed, and in the capacity therein stated.	
GIVEN UNDER MY HAND AND	SEAL OF OFFICE, this the 8 day of Januare	. 200 <b>%</b> . G
	Notary Public in and for the State of Texas.	
W. PAUL CHAMPION Notary Public, State of Texas	Signature of Notary	
My Commission Expires September 11, 2011	W. TAUL MAMDION	
	(Print Name of Notary Here) My Commission Expires: 9/// Zull	
SEAL:	My Commission Expires: 4 /// ZUI	
	Corporate Acknowledgment	
OFFILE OF MENALS	ov porace reconcugation	G.
STATE OF TEXAS §		
COUNTY OF §		
The foregoing instrument was ackr	nowledged before me, on this day of	, 2007,
(Name of officer)	(Title of officer)	
(Name of corporation)	, a(State of incorporation)	_ corporation,
on behalf of said corporation.	(a.a	
on benan or said corporation.		
GIVEN UNDER MY HAND ANI	SEAL OF OFFICE, this the day and year last above written.	
	Notary Public in and for the State of Texas.	
	Signature of Notary:	
	J J	
	(Print Name of Notary Here)	
SEAL:	My Commission Expires:	

THUST CA THOU

## Exhibit "A" Land Description

Attached to and made a part of that certain Oil, Gas and Mineral Lease dated day of da

Lessor authorizes Lessee to insert the Acreage, Survey, Abstract, City and Plat information below, if it is not already included. From time to time Lessee may determine that some part or all of the Lease Premises should be more specifically described, in which case Lessor agrees to execute any substitute Lease(s) or correction to Lease(s) tendered by Lessee for such re-description.

0.21 acre(s) of land, more or less, situated in the J.W. Berry Survey, Abstract No. 165, and being, Block 5 Lot 14, Western Trails Addition are; an Addition to the City of Arlington, Texas, according to the Plat recorded in Volume/Cabinet A, Page/Slide 6039, of the Plat Records, Tarrant County, Texas, and being further described in that certain Deed dated 12/8/2000 and recorded at Instrument No. D200288275of the Official Records of Tarrant County, Texas.

After Recording Return to: HARDING COMPANY 13465 MIDWAY ROAD, STE. 400 DALLAS, TEXAS 75244 PHONE (214) 361-4292 FAX (214) 750-7351

DDJET O&G Prod 88 Mod/Urb/, NSU 110507

Page 4 of 4

Initial \_\_\_\_\_



## HARDING COMPANY 13465 MIDWAY RD # 400

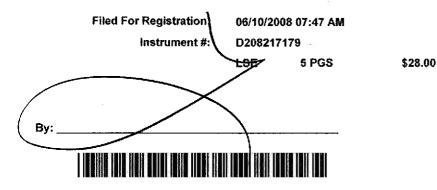
DALLAS

TX 75244

Submitter: PETROCASA ENERGY-INC

SUZANNE HENDERSON TARRANT COUNTY CLERK TARRANT COUNTY COURTHOUSE 100 WEST WEATHERFORD FORT WORTH, TX 76196-0401

## DO NOT DESTROY WARNING - THIS IS PART OF THE OFFICIAL RECORD.



D208217179

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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